

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ELSA MENDOZA, EDITH PAJARITO, IRMA
RECINOS, and ANDRES ROMERO,

Plaintiff,

-against-

TACO STREET BAR AND KITCHEN INC. d/b/a
TACO STREET, GREELEY PIZZA CORP. d/b/a
PIZZA STATION, and MIHAILO DARMANOVIC
a/k/a DAVID DARMANOVIC,

Defendants.
----- X

No. 21 Civ. 3171 (NSR)

NOTICE OF ACCEPTANCE
OF OFFER OF JUDGMENT

PLEASE TAKE NOTICE that Plaintiffs Elsa Mendoza, Edith Pajarito, Irma Recinos, and Andres Romero, pursuant to Rule 68 of the Federal Rules of Civil Procedure, hereby accept the attached Offer of Judgment of Defendants Taco Street Bar and Kitchen Inc. d/b/a Taco Street, Greeley Pizza Corp. d/b/a Pizza Station, and Mihailo Darmanovic (a.k.a. David Darmanovic) dated and served August 3, 2022, in the above-captioned action.


Dated: New York, New York
August 3, 2022

PECHMAN LAW GROUP PLLC

By: 

Gianfranco J. Cuadra, Esq.
Pechman Law Group PLLC
488 Madison Avenue, Suite 1704
New York, New York 10022
Telephone: (212) 583-9500
cuadra@pechmanlaw.com
Attorneys for Plaintiffs

To: Edward J. Phillips, Esq.
Alexandra Corsi
Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Tel: (914) 946-4777
ephillips@kblaw.com
acorsi@kblaw.com
Attorney for Defendants


Miguelina Marte Paulino
Notary Public, State of New York
Reg. No. 01MA6411839
Qualified in New York County
Commission Expires Dec. 07, 2024

CERTIFICATE OF SERVICE

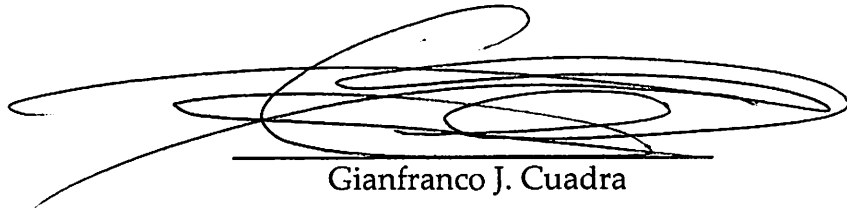
I, Gianfranco J. Cuadra, an attorney duly admitted to practice before this Court and member of the Bar of State of New York, state the following under penalty of perjury:

1. I am legal counsel to Plaintiffs in the above-captioned action, am over the age of 18, and I am not a party to this action.

2. On August 3, 2022, I served Plaintiffs' notice of acceptance of Defendants' offer of judgment, in the above-captioned action, by serving a true and correct copy thereof via electronic mail to:

Edward J. Phillips, Esq.
Alexandra Corsi, Esq.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Tel: (914) 946-4777
ephillips@kblaw.com
acorsi@kblaw.com
Attorney for Defendants

Dated: New York, New York
August 3, 2022



Gianfranco J. Cuadra

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
ELSA MENDOZA, EDITH PAJARITO, IRMA
RECINOS, and ANDRES ROMERO,

Plaintiffs,

-against-

TACO STREET BAR AND KITCHEN INC.,
d/b/a TACO STREET, GREELEY PIZZA CORP.
d/b/a PIZZA STATION, and MIHAILO
DARMANOVIC a/k/a DAVID DARMANOVIC,

Defendants.
----- x

OFFER OF JUDGMENT

21 Civ. 3171 (NSR) (JCM)

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Taco Street Bar and Kitchen Inc. d/b/a Taco Street, Greeley Pizza Corp. d/b/a Pizza Station, and Mihailo Darmanovic (a.k.a. David Darmanovic) (collectively, “Defendants”) hereby offer to allow judgment to be taken against them, jointly and severally, in favor of Plaintiffs Elsa Mendoza, Edith Pajarito, Irma Recinos, and Andres Romero (collectively, “Plaintiffs”) in the sum of One Hundred Thousand (\$100,000.00) Dollars, inclusive of attorneys’ fees, costs, and expenses accrued as of this date for the legal representation of Plaintiffs. Payment of said amount shall be in full and final resolution of all claims asserted by Plaintiffs in this action, and any claims arising out of or related to the facts and occurrences alleged herein, inclusive of all alleged damages, liquidated damages, penalties, interest, and any other form of relief which Plaintiffs sought or could have sought herein. If Plaintiffs accept this Offer of Judgment, the only payment due from Defendants in full resolution of this action shall be \$100,000.00, and this sum shall be paid in three equal installments as follows:

- The first installment shall be paid within ten (10) business days of Plaintiffs' filing of this Offer of Judgment with written notice accepting same pursuant to Fed. R. Civ. P. 68(a);
- The second installment shall be paid on or before October 14, 2022; and
- The third and final installment shall be paid on or before December 15, 2022.

This Offer of Judgment is made for the purposes specified in Federal Rule of Civil Procedure 68, and neither this Offer of Judgment nor any judgment that may result from this Offer of Judgment shall be construed as either an admission of liability on the part of any Defendant or an admission that Plaintiffs have suffered any damages.

Acceptance of this Offer of Judgment will act to release and discharge Defendants from any and all claims that were or could have been alleged by Plaintiffs in the above-referenced action, including all claims made pursuant to the Fair Labor Standards Act, New York Labor Law, and the New York Wage Theft Prevention Act.

This Offer of Judgment is made pursuant to the provisions of Rule 68 of the Federal Rules of Civil Procedure and shall be deemed withdrawn unless all Plaintiffs serve written notice of their acceptance within fourteen (14) days of the date on which this Offer of Judgment was served. Plaintiffs' service of notice of their acceptance of this Offer of Judgment may be made via email. Any evidence of this Offer of Judgment shall be inadmissible except in any proceeding to enforce its terms.

Dated: White Plains, NY
August 3, 2022

KEANE & BEANE, P.C.

By: /s/ Alexandra Corsi

[Alexandra Corsi](#)

Attorneys for Defendants

445 Hamilton Avenue, 15th Floor

White Plains, New York 10601

(914) 946-4777

(914) 946-6868

acorsi@kblaw.com